



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

of usury by national banks, as expressed in U. S. Rev. Stat. sec. 5198 (U. S. Comp. Stat. 1901, p. 3493), affording the remedy of an independent action to recover back the usurious payments, because the collateral note and mortgage were executed in favor of the bank president for the benefit of the bank, which was prohibited by the federal law from taking real estate security for a debt coincidentally contracted. *Schuyler National Bank v. Gadsden*, U. S. Supreme Court, December 7, 1903.

NEGOTIABLE INSTRUMENTS—NOTICE OF PROTEST.—Notice of protest of a bill of exchange, to a drawer who has executed an assignment for benefit of creditors, is held, in *Taylor v. Citizens' Savings Bank* (Ky.), 61 L. R. A. 900, to be sufficient to bind its estate in the hands of the assignee.

The other cases as to whom notice of protest or nonpayment should be given after appointment of receiver, assignee, or other representative of insolvent are collated in a note to this case.

The annotator states that the result of the cited adjudications is not definite enough to justify a positive statement as to what will constitute sufficient notice in cases of insolvency. Most of the authorities uphold a notice actually given, whether given to the insolvent or to his representative, which leads to the justifiable conclusion that either notice is sufficient. Those who have the duty of giving such notice had better, out of abundant caution, give notice to both parties, principal and representative.—*National Corporation Reporter*.

CARRIERS—GENERAL FREIGHT AGENT—CONTRACT OF SHIPMENT—VALIDITY—DAMAGES—QUESTION FOR JURY.—When a traveling freight agent of a common carrier, clothed with general authority to solicit freight business, and with special authority to contract for the shipment of freight upon special conditions as to the movement of trains, enters into a contract for the shipment of freight without disclosing to the shipper the conditions limiting his authority, the principal is bound by the act of the agent, and is liable to the shipper for resulting damages.

A traveling freight agent solicited certain shippers of live stock, who were contemplating the shipment of four car loads at a certain time, to send the same to Chicago via St. Paul over his road, and represented that the stock would be received in St. Paul upon arrival, and forwarded to Chicago without delay. The shippers held the proposition under consideration until the time of shipment, when the stock was forwarded accordingly, and appellant company notified of such fact. In an action for the recovery of damages for failure to receive and forward the stock without delay, held, that it was a question of fact for the jury to determine whether it was intended by the parties that the proposition might be accepted by shipping the stock without any other notice than the shipment itself and notification at that time. *Baker v. Chicago &c. Ry. Co.* (Minn.), 97 N. W. 650.

ASSIGNMENT FOR BENEFIT OF CREDITORS—SALES BY ASSIGNEE—PUFFING BY CREDITORS—EFFECT ON SALE—CREDITORS' LIABILITY.—Where, at an

assignee's auction sale of his insolvent's property, certain creditors combined to puff the price, but there was no evidence that the conduct of the bidders aroused any suspicion in the mind of the purchaser at the time, or that such puffers were either employed or acting on behalf of the assignee, or that their conduct was known to him, the purchaser was not entitled to have the sale vacated by reason of the acts of such creditors.

Where certain creditors attended an assignee's sale of their debtor's property, and combined to puff the price by fictitious bids, such creditors, as between themselves, could not stipulate for immunity from any risk of being held personally liable for their several offers by the assignee. *Rowley v. D'Arcy* (Mass.), 69 N. E. 325.

Per Braley, J:

"The essential element of fraud which must be shown on the part of the vendor, or of the person who absolutely controls and directs a sale by auction in order to avoid it, is absent. And as the assignee is not shown to have either procured or assented to the fictitious bids made at the auction, the sale is not voidable on the part of the buyer, and must stand. *Peck v. List*, 23 W. Va. 388, 48 Am. Rep. 398; *Nat. Bank of the Metropolis v. Sprague*, 20 N. J. Eq. 159-165; *McMillen v. Harris*, 110 Ga. 72, 35 S. E. 334, 48 L. R. A. 345, 78 Am. St. Rep. 93; *Towle v. Leavitt*, 23 N. H. 360, 55 Am. Dec. 195; *Rigg v. Schweitzer*, 170 Pa. 549, 33 Atl. 116; *East v. Wood*, *Adm'r*, 62 Ala. 313; *Veazie v. Williams*, 8 How. 134, 12 L. Ed. 1018."

SEDUCTION—SUFFICIENCY OF EVIDENCE—HYPNOTISM.—In an action for seduction, the seduced testified that owing to defendant's having hypnotized her she had no knowledge or recollection of the acts of illicit intercourse until after the birth of her child, when, being placed in a hypnotic condition by a third person, she recalled the events. Evidence examined, and held insufficient to sustain a verdict for plaintiff. *Austin v. Barker*, 85 N. Y. Supp. 465.

Per Hiscock, J:

"We do not feel called upon to discuss or determine the rather shadowy boundaries of hypnotism, or its possibilities in explaining and accounting upon legal trials for what otherwise might fairly be considered as incredible. It is suggested by plaintiff's counsel upon this appeal that we may judicially recognize as a matter of ordinary experience and knowledge that the abnormal physical conditions and changes which precede childbirth are frequently accompanied by a corresponding mental disturbance, including loss of memory. If we should accept this suggestion, it would not explain that which confronts us in this case, for plaintiff's witness did not for a period lose recollection of things theretofore lodged in her mind, with subsequently recurring memory. Through an alleged peculiar mental condition she became conscious and aware of events of which she had never before been at all conscious. We are therefore thrown back upon plaintiff's explanation and theory of hypnotism, and it suffices to apply to it the ordinary rules of evidence and common sense. The explanation given in behalf of plaintiff's case is opposed to ordinary experience and knowledge. If, as